



SPW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Xiao-Qin Wang et al. Conf. No.: 7959
Serial No.: 10/805,034 Group: 1731
Filed: March 19, 2004 Examiner: Mark Halpern
For: USING A METERED SIZE PRESS TO PRODUCE LIGHTWEIGHT
COATED ROTOGRAVURE PAPER

**REVOCATION OF POWER OF ATTORNEY, SUBSTITUTE POWER OF ATTORNEY,
AND CHANGE IN CORRESPONDENCE ADDRESS**

Customer Service Window
Randolph Building
401 Dulany Street
Alexandria, VA 22314

Dear Sir:

The Assignee of the above-identified patent application, Verso Paper LLC, having a business office at 6775 Lenox Center Court, Suite 100, Memphis, TN 38115, as evidenced by the attached Statement Under 37 C.F.R. §3.73(b) and attachments thereto, hereby revokes any and all previous powers of attorney for the above-identified patent application or issued patent, and hereby appoints Terry L. Clark, Reg. No. 32,644; John A. Castellano, Reg. No. 35,094, Donald J. Daley, Reg. No. 34,313, Gary D. Yacura, Reg. No. 35,416, and all individuals assigned to Customer No. 30593, as the attorneys of the Assignee to receive all correspondence relating to the above-identified application or patent and to transact all business in the United States Patent and Trademark Office connected therewith, with full power of substitution and revocation, and the Assignee ratifies any act done by the Assignee's attorneys in respect of this patent.

The new correspondence address is:

HARNESS, DICKEY & PIERCE, P.L.C.
P.O. Box 8910
Reston, VA 20195

Customer Number 30593

The undersigned (whose title is supplied below) is empowered to sign this Revocation and Substitute Power of Attorney on behalf of the Assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2/22/07

Date



Signature

Terry L. Clark

Typed or printed name

Attorney of Record

Title

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Verso Paper LLCApplication No./Patent No.: 10/805,034 Filed/Issued Date: March 19, 2004Entitled: Using a Metered Size Press to Produce Lightweight Coated Rotogravure PaperVerso Paper LLC corporation

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

States that it is :

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel __, Frame ____, a copy of which is attached hereto.

OR

B. A Chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Xiao-Qin Wang and Debora R. Jeske (Inventors) To: International Paper Company
The document was recorded in the United States Patent and Trademark Office at
Reel 015496, Frame 0612, a copy of which is attached hereto.
2. From: International Paper Company To: CMP Holdings LLC
The document was recorded in the United States Patent and Trademark Office at
Reel 018132, Frame 0079, or for which a copy thereof is attached.
3. From: CMP Holdings LLC To: Verso Paper LLC
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
4. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

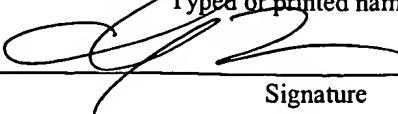
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

2/22/107

Date

Terry L. Clark, Reg. No. 32,644

Typed or printed name



Signature

Attorney of Record

Title



ACD/mm

023942-US

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 29, 2004

PTAS

Date Received: 1-5-05

102778699A

Action:

Due Date:

Docketed By: LHSID: 023942 Associated with Customer Number Not Associated with Customer NumberUNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/25/2004

REEL/FRAME: 015496/0612

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNEE:

WANG, XIAO-QIN

DOC DATE: 03/26/2004

ASSIGNEE:

JESKE, DEBORA R.

DOC DATE: 03/26/2004

ASSIGNEE:

INTERNATIONAL PAPER COMPANY
400 ATLANTIC STREET
STAMFORD, CONNECTICUT 06921

SERIAL NUMBER: 10805034

FILING DATE: 03/19/2004

PATENT NUMBER:

ISSUE DATE:

TITLE: USING A METERED SIZE PRESS TO PRODUCE LIGHTWEIGHT COATED
ROTOGRAVURE PAPERRECEIVED
JAN - 5 2005

015496/0612 PAGE 2

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

6/25/04

06-29-2004

Form PTO-1595
(Rev. 10/02)

RECOR



OMB No. 0651-0027 (exp. 6/30/2005)

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S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102778699

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Xiao-Qin Wang
Debora R. JeskeAdditional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

Execution Date: 03/26/2004

2. Name and address of receiving party(ies)

Name: International Paper Company

Internal Address: _____

Street Address: 400 Atlantic Street

City: Stamford State: CT Zip: 06921

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: 03/19/2004

A. Patent Application No.(s) 10/805,034

B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard C. Stewart II

Internal Address: International Paper Company

Street Address: 6285 Tri-Ridge Boulevard

City: Loveland State: OH Zip: 45140

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

09-0525 (send an extra copy of this form)

9. Signature.

Richard C. Stewart II Reg. 28,047

Name of Person Signing

June 22, 2004

Date

06/28/2004

D BYRNE 00000003 090525

Total number of pages including cover sheet, attachments, and documents: 5

01 FC:8021

40.00 DA

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

OPR/ FINANCE
JUL 15 2004
AM 8:12

Attorney Docket No.: IP-023942
Utility Patent Application based on Serial No.: 60/455,776
Filing Date: March 19, 2003

ASSIGNMENT - JOINT INVENTOR

WHEREAS, WE, Xiao-Qin Wang, residing at 21 S. Lexow Avenue, Nanuet, NY; and Debora R. Jeske, residing at 24 Owens Drive, Highland Mills, New York 10930, and respectively citizens of the China and U.S.A., have invented certain new and useful inventions or improvements entitled **USING A METERED SIZE PRESS TO PRODUCE LIGHTWEIGHT COATED ROTOGRAVURE PAPER** which we have concurrently herewith executed an application for Letters Patent of the United States of America; and

WHEREAS, International Paper Company, a corporation of the State of New York having a place of business at 400 Atlantic Street, Stamford, Connecticut 06921, is desirous of obtaining the entire right, title and interest in and to the said inventions or improvements throughout the world, the said application for United States Letters Patent and any United States Letters Patent granted therefor, and any applications for Letters Patent and the Letters Patent therefor in any country or countries foreign to the United States based thereon.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer and set over unto the said International Paper Company, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said inventions or improvements, and to the said application for Letters Patent and all divisions, renewals and continuations thereof, and to any invention or improvement made by us which is described in said application, and all Letters Patent of the United States which may hereafter be filed for said invention or improvement in any country or countries foreign to the United States, and all Letters Patent which may be granted for said inventions or improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said inventions or improvements to the said International Paper Company, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant that we have full right to convey the entire right, title and interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith;

AND WE HEREBY authorize and request the attorney of record in the said application for Letters Patent to insert in the above right hand corner of this Assignment the serial number and filing date of the said application when officially known;

AND WE HEREBY further covenant and agree that we will communicate to the said International Paper Company, its successors, legal representatives and assigns, any facts known to us respecting said inventions or improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, reissue, continuation, and continuation-in-part applications, make all rightful oaths and generally do everything possible to aid the said International Paper

Company, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said inventions or improvements in all countries.

IN TESTIMONY WHEREOF, we hereunto set our hands and seals this 26 day of MARCH, 2004.

Xiao-Qin Wang L.S.
Xiao-Qin Wang

Debora R. Jeske L.S.
Debora R. Jeske

STATE OF NY)
COUNTY OF ORANGE) ss:

On this 26 day of MARCH, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Xiao-Qin Wang, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be his free act and deed.

Ann Marie Sweeney
Notary Public

My commission expires:

Ann Marie Sweeney
Notary Public, State Of New York
No. 01SW6058845
Qualified In Orange County
Commission Expires May 21, 2007

STATE OF NY)
COUNTY OF ORANGE) ss:

On this 26 day of MARCH, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Debora R. Jeske, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be his free act and deed.

Ann Marie Sweeney
Notary Public

My commission expires:

Ann Marie Sweeney
Notary Public, State Of New York
No. 01SW6058845
Qualified In Orange County
Commission Expires May 21, 2007

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	08/01/2006

CONVEYING PARTY DATA

Name	Execution Date
International Paper Company	08/01/2006

RECEIVING PARTY DATA

Name:	CMP Holdings LLC
Street Address:	6775 Lenox Court Park
Internal Address:	Building E, 1st Floor
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38115

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6504625
Patent Number:	6024835
Patent Number:	5283129
Patent Number:	7018509
Application Number:	10209366
Application Number:	10618053
Application Number:	10805034
Application Number:	60726031
Application Number:	11361916
Application Number:	11330503

CORRESPONDENCE DATA

Fax Number: (212)751-4864

500140278

PATENT
REEL: 018132 FRAME: 0079

CH \$400.00 6504625

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 906 - 1200
Email: jeffrey.tochner@lw.com
Correspondent Name: Jeffrey A. Tochner
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	029804-0034
NAME OF SUBMITTER:	Jeffrey A. Tochner

Total Attachments: 6

source=Patent Assignment R#page1.tif
source=Patent Assignment R#page2.tif
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source=Patent Assignment R#page4.tif
source=Patent Assignment R#page5.tif
source=Patent Assignment R#page6.tif

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Patent Assignment") is made this 1st day of August, 2006, by and between International Paper Company, a corporation organized under the laws of the State of New York, with a principal place of business at 6400 Poplar Avenue, Memphis, Tennessee 38197 ("Assignor") and CMP Holdings LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are party to that certain Agreement of Purchase and Sale dated as of June 4, 2006, as amended by Amendment No. 1 to Agreement of Purchase and Sale, effective as of August 1, 2006 (as amended, "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Transferred Intellectual Property (as defined in the Purchase Agreement), including all of Assignor's inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all provisionals, reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof that are used or held for use exclusively in the Business as of the Closing, including the patents and patent applications listed on Schedule A attached hereto (collectively, the "Transferred Patents"), and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. For purposes of this Patent Assignment, capitalized terms shall have the meaning set forth in the body of this Patent Assignment or the Purchase Agreement.
2. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor, on behalf of itself and its Subsidiaries, hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of the right, title and interest of Assignor and its Subsidiaries in and to the Transferred Patents, all copies and tangible embodiments of the Transferred Patents (in whatever form or medium), all rights in or licenses to or from a third Person in any of the Transferred Patents, and all past, present or future claims or causes of action arising out of or related to any infringements, dilutions, or misappropriations of any of the Transferred Patents.
3. Further Assurances. Assignor agrees, without further consideration, to execute and deliver such further documents as Assignee may reasonably request to effectuate this

Assignment and to permit Assignee to be duly recorded as the registered owner of the rights hereby conveyed.

4. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Patent Assignment.
5. **Binding Effect.** This Patent Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.
6. **Conflicts.** In the event of a conflict between this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
7. **Governing Law.** This Patent Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

INTERNATIONAL PAPER COMPANY

By:

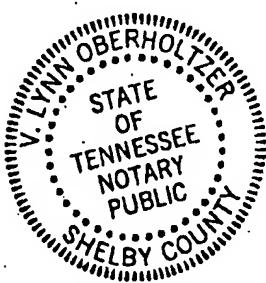

Name: C. Cato Ealy
Title: Senior Vice President

STATE OF Tennessee)
COUNTY OF Shelby) ss.:

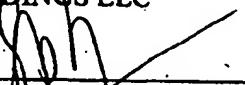
On this 1st day of August, 2006, before me personally appeared C. Cato Ealy, known to me, who being duly sworn, did depose and say that the foregoing Patent Assignment was made for purposes and considerations so stated, and that he was authorized to act on behalf of International Paper Company in entering into such Patent Assignment.

V. Lynn Oberholtzer
Notary Public: V. Lynn Oberholtzer
My commission expires:

My Commission Expires August 25, 2009



CMP HOLDINGS LLC

By: 

Name: Scott Kleinman

Title: President

SCHEDULE A
TRANSFERRED PATENTS

1. Application PI0313537-3 filed July 15, 2003 **REDACTED**
pending in Brazil
2. Application 2494414 filed July 15, 2003
pending in Canada
3. Publication No. 1573616 filed July 15, 2003
published under the European Patent Convention
4. Application P-374880 filed July 15, 2003
pending in Poland
5. Application 2005105303 filed July 15, 2003
pending in Russian Federation
6. Application 10/209366 filed July 30, 2002
pending in United States of America
7. Application 2503966 filed November 25, 2003.
pending in Canada
8. Application 200380104201 filed November 25, 2003. **REDACTED**
pending in People's Republic of China
9. Publication No. 1565614 filed November 25, 2003.
published under the European Patent Convention
10. Application 2004-554833 filed November 25, 2003
pending in Japan
11. Application 2005-7009425 filed November 25, 2003
pending in the Republic of Korea
12. Publication No. 04-0099391 filed July 10, 2003, titled Process for Producing Super High Bulk, Light Weight Coated Papers published in the United States of America
13. Patent No. 6504625 titled System and Method for Print Analysis granted in United States of America
14. Application PI0408509-4 filed March 19, 2004.
pending in Brazil
15. Application 2519638 filed March 19, 2004,
pending in Canada

REDACTED

16. Publication 1623068 filed March 19, 2004.
published under the European Patent Convention
17. Publication No. 04-0208999 filed March 19, 2004, titled Using a Metered Size Press to
Produce Lightweight Coated Rotogravure Paper published in the United States of
America
18. Application 60/726031 filed October 12, 2005.
pending in the United States of America
20. Application 11/361,916 filed February 24, 2006.
pending in the United States of America **REDACTED**
23. Patent No. 6024835 titled Quality Control Apparatus and Method For Paper Mill granted
in the United States of America
24. Patent No. 5283129 titled Light Weight Paper Stock granted in the United States of
America
25. Patent Number 7018509 titled Elimination of Alum Yellowing of Aspen
Thermomechanical Pulp Through Pulp Washing granted in the United States of America
26. Divisional Application 11/330503 filed January 12, 2006.
pending in the
United States of America

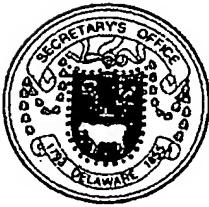
REDACTED

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CMP HOLDINGS LLC", CHANGING ITS NAME FROM "CMP HOLDINGS LLC" TO "VERSO PAPER LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF AUGUST, A.D. 2006, AT 3:11 O'CLOCK P.M.



4152614 8100
060783468

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4992294

DATE: 08-22-06

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company:
CMP HOLDINGS LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

"FIRST: The name of the limited liability company formed hereby is VERSO PAPER LLC."

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 22nd day of August, 2006.

By: /s/ Daniel Vazquez

Name: Daniel Vazquez
Title: Authorized Person

NYU181927.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:11 PM 08/22/2006
FILED 03:11 PM 08/22/2006
SRV 060783468 - 4152614 FILE

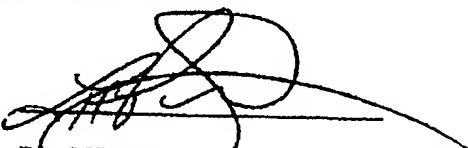
VERSO PAPER INC.

**6775 Lenox Center Court, Suite 100
Building E, 1st Floor
Memphis, TN 38115**

CONSENT TO USE OF NAME

Verso Paper Inc., a corporation organized under the laws of the State of Delaware, hereby consents to the use of the name Verso Paper LLC in the State of Delaware.

IN WITNESS WHEREOF, the said Verso Paper Inc. has caused this consent to be executed by its Chief Executive Officer this 12 day of August, 2006.


By: LH Puckett
Title: Chief Executive Officer

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